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March 16, 2011

**EX PARTE PRESENTATION**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

Re: CG Docket 10-207, Empowering Consumers to Avoid Bill Shock  
CG Docket 09-158, Consumer Information and Disclosure

Dear Ms. Dortch:

Pursuant to Section 1.1206 of the Commission's rules, 47 C.F.R. § 1.1206, DISH Network ("DISH") submits this letter summarizing its meeting on Tuesday, March 15, 2011 with John Adams, William Freedman, Rebecca Hirselj, Lynn Ratnavale, Kurt Schroeder, Arthur Scrutchins, and Nancy Stevenson from the Consumer & Governmental Affairs Bureau ("Bureau"). Also participating in the meeting was Katie Costello from the Media Bureau. Present on behalf of DISH was Alison Minea, Corporate Counsel.

At the Bureau's request, DISH covered a number of issues relating to the Commission's pending proceeding on consumer information and disclosures and bill shock. As discussed below, DISH provides consumers with clear and relevant information regarding prices, terms and conditions of DISH Network products and services at the point of sale, during the customer relationship, and after service is discontinued.

**Consumer Disclosures at the Point of Sale**

DISH provided an overview of the disclosures made to potential customers at the point of sale. Among other things, DISH explained that its advertisements are distributed nationwide. As a result, although each advertisement notes that advertised prices will be in addition to applicable taxes, specific state and local taxes are not broken down.

DISH also reviewed with staff available sources of information for consumers and prospective customers regarding the prices, terms and conditions for all DISH programming packages and offers. These disclosures cover, among other things, the choice of a term commitment or no contract; pro-rated Early Termination Fees ("ETFs") that apply to term commitments; charges assessed for leased equipment that is not returned to DISH after

service is discontinued; and the specific dollar amounts for monthly fees charged for certain types of receivers and digital video recorder (“DVR”) service.

DISH distributed and discussed copies of the two primary customer agreements that are used for most residential DISH Network subscriptions, the Digital Home Advantage Plan and the Flex24 Plan. Sample versions of both agreements (current as of March 15, 2011) are attached hereto as Exhibits A and B. DISH also distributed a copy of its Residential Customer Agreement (current as of March 15, 2011), attached hereto as Exhibit C.

DISH also noted that it allows consumers (including current customers) to opt out of receiving sales calls for DISH Network products and services. Consumers may place themselves on DISH Network’s Internal Do Not Call list through a simple form on DISH’s website, a screen shot of which is attached hereto as Exhibit D.

### **DISH Network Billing**

In response to questions from Bureau staff, DISH explained that each DISH Network bill contains itemized monthly charges for the programming package to which the customer subscribes, plus separate line items for additional programming packages, Pay-Per-View (“PPV”) movie orders, and fees associated with, for example, DVR service or equipment rentals.

Respectfully submitted,

/s/ Alison Minea

cc: John Adams  
Katie Costello  
William Freedman  
Rebecca Hirselj  
Lynn Ratnavale  
Kurt Schroeder  
Arthur Scrutchins  
Nancy Stevenson

# **EXHIBIT A**



This agreement ("Agreement") sets forth the terms and conditions of the Digital Home Advantage plan. The Residential Customer Agreement ("RCA"), incorporated herein, contains additional terms and conditions. The RCA is included in your receiver's user's guide and is available online at [www.dish.com](http://www.dish.com).

<b>Term Commitment:</b> You must accept or decline a term commitment by initialing the appropriate space; if you do not initial either space, you will be deemed to have declined the term commitment.	<b>Accept Term Commitment:</b> [ ]	<b>Decline Term Commitment:</b> [ ]
<i>The following terms of your agreement vary depending on whether you accept or decline the term commitment:</i>		
<b>Length of Commitment:</b>	24 months	No term
<b>Non-refundable Activation Fee</b> (must be paid prior to installation):	\$0	<b>\$99.00</b>
<b>Cancellation Fee:</b> If prior to the end of your term commitment, your service is disconnected for any reason or you downgrade your programming below a "Required Minimum Programming Package" (as defined below), and all programming and other charges for your term commitment have not yet been paid in full, you agree to pay, and we will automatically charge, a cancellation fee to your DISH account or your Qualifying Card (as defined below), at our option.	Prorated by multiplying \$17.50 by the number of months remaining in your term commitment. <b>Maximum cancellation fee is \$420.</b>	None.

**Unreturned Equipment Charges:** The receiver(s), smart card(s), remote control(s), and LNBFs provided to you under this Agreement are leased and remain the property of DISH at all times. You agree that you will return all such equipment in accordance with the **“Equipment Return”** section below within 30 days following downgrade or disconnection of service, and if you do not, DISH will charge the following “Unreturned Equipment Charges” to your Qualifying Card, as applicable: LNBF, **\$50**; all standard-definition receivers (301, 311, 322, 381, 512, 522, 625), **\$100**; high-definition (HD) non-DVR receiver (211, 211k, 222, 222k, 411), **\$200**; HD DVR receiver (612, 622, 722, 722k), **\$300**; and SlingLoaded™ DVR receiver (922), **\$400**. If your account is involuntarily deactivated for failure to pay your bill or otherwise, DISH will charge the applicable Unreturned Equipment Charge(s) to your Qualifying Card within 72 hours following deactivation. If you return such equipment in accordance with this Agreement, such Unreturned Equipment Charge(s) will be refunded upon DISH’s receipt of the applicable equipment.

**\*\*\*We reserve the right to change prices, packages and programming at any time, including without limitation, during any term commitment to which you have agreed. \*\*\*We reserve the right to change your payment terms if you fail to make payments by your payment due date. \*\*\*You are still bound by this Agreement if you change your residence. \*\*\*Do not sign this Agreement if you did not receive both pages of this Agreement.\*\*\***

*By signing this Agreement, you acknowledge and agree that you have received, read, understand and agree to be bound by all the terms and conditions set forth in this Agreement, and that all such terms were disclosed to you prior to activation. If you are located in Puerto Rico, you are entering into this Agreement (including the RCA) with DISH Network Puerto Rico L.L.C.; if you are located anywhere other than Puerto Rico, you are entering into this Agreement (including the RCA) with DISH Network L.L.C.*

<b>Customer Name:</b>		<b>Customer Signature:</b>	
<b>Phone:</b>		<b>Date:</b>	
<b>Email Address:</b>		<b>Account #:</b>	
<b>Street Address:</b>		<b>Certificate Number #:</b>	
<b>City:</b>		<b>County:</b>	
<b>State:</b>		<b>Switch:</b>	
<b>Zip:</b>			
<b>Dish:</b>		<b>Orbital Locations:</b>	

[illegible]

**Subscriber Eligibility:** Services and equipment must be ordered, installed and activated between and including **February 1, 2011 and May 17, 2011**. Only 1 participant per household. This offer may not be combined with any other offer. This offer is limited to: (A) new, first-time residential DISH subscribers; and (B) former DISH subscribers who (1) paid all balances owing under their prior DISH account(s) in full; and (2) have not received any DISH service during the 3-month period prior to activation under this plan ("Former DISH Subscribers"). No new, first-time residential DISH subscriber or Former DISH Subscriber shall be eligible for this plan unless such subscriber: (a) resides in the continental United States, Hawaii, Puerto Rico, the US Virgin Islands, or certain areas in Alaska; (b) provides DISH with a social security number and a valid major credit card or debit/check card number, each issued to the customer who signs this Agreement; and (c) receives credit approval. If you reside in Alaska, you represent that you have confirmed that your residence is eligible for this plan. DISH will determine eligibility and may deny eligibility for any reason.

**Required Minimum Programming Packages:** You must subscribe at all times to one of the “Required Minimum Programming Packages” listed in the table below or a higher programming package. You represent that you have been informed whether you are eligible to receive local network channels by satellite.

Required Minimum Programming Packages			
Programming Package	Price Including Local Network Channels Where Available	Programming Package	Price Excluding Local Network Channels
DishMÉXICO	\$19.99/mo.	Qualifying international programming (requires subscription to \$10.00/mo. Chinese Basic or \$10.00/mo. International Basic)	\$19.99/mo. or higher depending on international package selected
America’s Top 120	\$44.99/mo.		
DISH America	\$34.99/mo.		

**Installation:** This plan includes standard professional installation of up to 3 receivers to up to 6 TVs, a DISH 500 antenna (or other applicable antenna, as determined by DISH) and mounting hardware. Additional equipment may be required and additional fees may apply in certain installations or with certain programming purchases. Maximum of 3 leased receivers (supporting up to 3 HDTVs and up to 6 total TVs) per account. Maximum of 1 leased SlingLoaded DVR receiver per account. Additional receivers may be purchased for a maximum of 6 receivers per account.

**Receivers:** “Solo” receivers support 1 TV and contain 1 tuner (or in the case of a 512 or 612, 2 tuners). Solo receiver models include: **Solo** (301, 311, 381), **HD Solo** (211, 211k, 411), **Solo DVR** (512) and **HD Solo DVR** (612). “Duo” receivers support up to 2 TVs and contain 2 tuners. Duo receiver models include: **Duo** (322), **HD Duo** (222, 222k), **DuoDVR™** (522, 625), and **HD DuoDVR** (622, 722, 722k). **SlingLoaded DVR** (922) receivers support 2 TVs and contain 2 tuners.

**Fees and Payments:** You agree to pay monthly by the payment due date for the programming you select and for all applicable fees. State and local taxes and/or reimbursement charges may apply as set forth in the RCA. You have paid or you agree to pay the following one-time lease upgrade fees, if applicable: (A) \$199 for any 922 receiver; and (B) \$99 for each additional receiver that is a 612, 622, 722 or 722k receiver. Other fees may apply as set forth in the RCA. All payments are non-refundable. You agree that your DISH service has been properly installed and activated, and you hereby waive any right to a refund of any previous payment to DISH to which you may have otherwise been entitled. The following monthly fees apply:

Monthly Fees	Fee Amount
<b>Additional Receiver Fee</b>	
Each Solo receiver	\$7.00/mo.
Each Solo DVR receiver	\$10.00/mo.
Each Duo receiver	\$14.00/mo.
Each DuoDVR or SlingLoaded DVR receiver	\$17.00/mo.
In determining the Additional Receiver Fee amount, the receiver with the highest associated fee shall be deemed activated prior to all other receivers on an account.	
<b>DVR Service Fee</b>	\$6.00/mo.
One DVR Service Fee will apply per account with at least one DVR receiver active (excluding accounts with at least one SlingLoaded DVR receiver active, to which a \$10.00/mo. <b>DVR Service Fee</b> will apply).	
<b>Premium Dish 500 Fee</b>	\$5.00/mo.
Applies to accounts that receive DISH services in Alaska and Hawaii.	

**Suspension of Service:** If you participate in DISH Pause or any other program that allows you to temporarily suspend your DISH service at any time during your term commitment, your term commitment will be extended by the number of days that your service is suspended. DISH will determine eligibility for participation and may deny eligibility for any reason.

**Equipment Return:** You may use the equipment provided under this plan only while you remain an active customer in good standing and in compliance with this Agreement. You must return all such equipment in good operating condition, normal wear and tear excepted, within 30 days following downgrade or disconnection. If you acquired your equipment directly from DISH, you must call DISH at 800-894-9131 immediately after your downgrade or disconnection to receive a return authorization number and delivery instructions for return of your equipment. If you acquired your equipment from a retailer, you must return all such equipment to: (A) your original retailer, if such downgrade or disconnection occurs during the first 180 days following your initial activation of programming; or (B) DISH, if such downgrade or disconnection occurs after such 180-day period. You are responsible for and shall bear all costs and expenses of returning such equipment. A \$15.00 charge will apply if you use a pre-paid label and empty box provided by DISH in returning your equipment; this charge is subject to change at any time.

<b>The Service Plan</b>	====> <b>Signature:</b> _____
The Service Plan is an optional service program currently priced at \$6.00 per month (price subject to change) that includes: (A) free shipping for repair or replacement of defective receiver equipment; and (B) discounted in-home service calls (currently priced at \$15; regularly \$95). You will receive a free trial offer of the Service Plan (if available to you at the time you sign this Agreement) for 6 months. By signing above, you are accepting the terms of this free trial and understand that you may cancel your Service Plan subscription at any time by calling 800-894-9131, and if you do not cancel the Service Plan during the first 6 months of your term, we will automatically begin billing you for the Service Plan at its then-current price until you cancel the Service Plan.	

**Contact Information:** If you have any questions, you may find the answer in the frequently asked questions section on dish.com or you may contact DISH at care@dishnetwork.com; 800-894-9131; or DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address. You may request an itemization of the charges and fees applicable to the goods and services you have selected under this Agreement by calling 800- 894-9131.

<b>PLEASE READ THIS IMPORTANT INFORMATION</b>	
<b>QUALIFYING CARD AUTHORIZATION</b>	====> <b>Signature:</b> _____
<i>By signing above, you authorize DISH to charge, and/or place a hold with respect to all cancellation fee(s) and unreturned equipment charge(s), or any portion thereof, that you owe under this Agreement (collectively, the “Authorized Amounts”) to the credit card or debit/check card that you initially provided to DISH (the “Qualifying Card”) until such Authorized Amounts are paid in full. You agree that the issuer of the Qualifying Card may accept this Agreement as your authorization and may pay the Authorized Amounts without DISH's submitting a signed receipt. Payment of cancellation fee(s) and/or unreturned equipment charges shall not relieve you of your obligation to pay all unpaid charges on your account.</i>	
<b>CUSTOMER CONTACT INFORMATION</b>	====> <b>Signature:</b> _____
<i>By signing above, you authorize DISH to contact you regarding your DISH Network account at the phone number, address and email address you have provided in this Agreement or at any other address, email address or phone number that you otherwise provide or have provided to DISH.</i>	

## **EXHIBIT B**



Flex24 Plan Agreement

This agreement is only a sample. Your agreement may vary. You should read all DISH Network agreements that you actually receive in their entirety before signing or initialing them.

This agreement (“Agreement”) sets forth the terms and conditions of the Flex24 plan. The Residential Customer Agreement (“RCA”), incorporated herein, contains additional terms and conditions. The RCA is included in your receiver’s user’s guide and is available online at [www.dish.com](http://www.dish.com).

Length of Term Commitment:	24 months
Non-refundable Activation Fee (must be paid prior to installation):	\$99.00
Cancellation Fee: If prior to the end of your term commitment, your service is disconnected for any reason or you downgrade your programming below a “Required Minimum Programming Package” (as defined below), and all programming and other charges for your term commitment have not yet been paid in full, you agree to pay, and we will automatically charge, a cancellation fee to your DISH account or your Qualifying Card (as defined below), at our option.	Prorated by multiplying \$17.50 by the number of months remaining in your term commitment. Maximum cancellation fee is \$420.

**Unreturned Equipment Charges:** The receiver(s), smart card(s), remote-control(s), and LNBFs provided to you under this Agreement are leased and remain the property of DISH at all times. You agree that you will return all such equipment in accordance with the “Equipment Return” section below within 70 days following downgrade or disconnection of service, and if you do not, DISH will charge the following “Unreturned Equipment Charges” to your Qualifying Card, as applicable: LNBF, \$50; all standard-definition receivers (301, 311, 322, 381, 512, 522, 625), \$100; high-definition (HD) non-DVR receiver (211, 211k, 222, 222k, 411), \$200; HD DVR receiver (612, 622, 722, 722k), \$300; and SlingLoaded™ DVR receiver (922), \$400. If your account is involuntarily deactivated for failure to pay your bill or otherwise, DISH will charge the applicable Unreturned Equipment Charge(s) to your Qualifying Card within 70 days following deactivation. If you return such equipment in accordance with this Agreement, such Unreturned Equipment Charge(s) will be refunded upon DISH’s receipt of the applicable equipment.

\*\*\*We reserve the right to change prices, packages and programming at any time, including without limitation, during any term commitment to which you have agreed. \*\*\*You are still bound by this Agreement if you change your residence. \*\*\*Do not sign this Agreement if you did not receive both pages of this Agreement.\*\*\*

By signing this Agreement, you acknowledge and agree that you have received, read, understand and agree to be bound by all the terms and conditions set forth in this Agreement, and that all such terms were disclosed to you prior to activation. If you are located in Puerto Rico, you are entering into this Agreement (including the RCA) with DISH Network Puerto Rico L.L.C.; if you are located anywhere other than Puerto Rico, you are entering into this Agreement (including the RCA) with DISH Network L.L.C.

Customer Name:				Customer Signature:			
Phone:				Date:			
Email Address:				Account #:			
Street Address:				Certificate Number #:			
City:	State:	Zip:	County:				
Dish:	Orbital Locations:			Switch:			

Primary Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R0 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Add'l Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R0 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Add'l Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R0 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Add'l Model#: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> R0 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

**Subscriber Eligibility:** Services and equipment must be ordered, installed and activated between and including February 1, 2011 and May 17, 2011. Only 1 participant per household. This offer may not be combined with any other offer. This offer is limited to: (A) new, first-time residential DISH subscribers; and (B) former DISH subscribers who (1) paid all balances owing under their prior DISH account(s) in full; and (2) have not received any DISH service during the 3-month period prior to activation under this plan (“Former DISH Subscribers”). No new, first-time residential DISH subscriber or Former DISH Subscriber shall be eligible for this plan unless such subscriber: (a) resides in the continental United States, Hawaii, Puerto Rico, the US Virgin Islands, or certain areas in Alaska; (b) provides DISH with a social security number issued to the customer who signs this Agreement; and (c) receives credit approval. If you reside in Alaska, you represent that you have confirmed that your residence is eligible for this plan. DISH will determine eligibility and may deny eligibility for any reason.

**Required Minimum Programming Packages:** You must subscribe at all times to one of the “Required Minimum Programming Packages” listed in the table below or a higher programming package. You represent that you have been informed whether you are eligible to receive local network channels by satellite.

Required Minimum Programming Packages			
Programming Package	Price Including Local Network Channels Where Available	Programming Package	Price Excluding Local Network Channels
DishMÉXICO	\$19.99/mo.	Qualifying international programming (requires subscription to \$10.00/mo. Chinese Basic or \$10.00/mo. International Basic)	\$19.99/mo. or higher depending on international package selected
America’s Top 120	\$44.99/mo.		
DISH America	\$34.99/mo.		

**Installation:** This plan includes standard professional installation of up to 3 receivers to up to 6 TVs, a DISH 500 antenna (or other applicable antenna, as determined by DISH) and mounting hardware. Additional equipment may be required and additional fees may apply in certain installations or with certain programming purchases. Maximum of 3 leased receivers (supporting up to 3 HD TVs and up to 6 total TVs) per account; Maximum of 1 leased SlingLoaded DVR receiver per account. Additional receivers may be purchased for a maximum of 6 receivers per account.



**Receivers:** “Solo” receivers support 1 TV and contain 1 tuner (or in the case of a 512 or 612, 2 tuners). Solo receiver models include: **Solo** (301, 311, 381), **HD Solo** (211, 211k, 411), **Solo DVR** (512) and **HD Solo DVR** (612). “Duo” receivers support up to 2 TVs and contain 2 tuners. Duo receiver models include: **Duo** (322), **HD Duo** (222, 222k), **DuoDVR** (522, 625), and **HD DuoDVR** (622, 722, 722k). **SlingLoaded DVR** (922) receivers support 2 TVs and contain 2 tuners.

**Fees and Payments:** You agree to pay monthly by the payment due date for the programming you select and for all applicable fees. State and local taxes and/or reimbursement charges may apply as set forth in the RCA. You have paid or you agree to pay the following one-time lease upgrade fees, if applicable: (A) the following amounts for the first HD receiver: \$99 for a 211 or 211k receiver, \$149 for a 222 or 222k receiver, \$199 for a 612, 622, 722 or 722k receiver, and \$599 for a 922 receiver; and (B) \$49 for each additional receiver that is a 301, 311, 381, 322, 512, 522 or 625 receiver, \$149 for each additional receiver that is a 211 or 211k receiver, \$199 for each additional receiver that is a 222 or 222k receiver, \$449 for each additional receiver that is a 612, 622, 722 or 722k receiver, and \$600 for each additional receiver that is a 922 receiver. Other fees may apply as set forth in the RCA. All payments are non-refundable. You agree that your DISH service has been properly installed and activated, and you hereby waive any right to a refund of any previous payment to DISH to which you may have otherwise been entitled. If you do not pay your bill in full by its due date, or if at any time otherwise fail or refuse to make timely payment for your services, we may disconnect your services at any time thereafter, and in such event we will be relieved from any and all of our duties and obligations under this Agreement. If at any time your service is disconnected due to non-payment, you must pay any outstanding balance and a restart fee in order to restart your service. The following monthly fees apply:

Monthly Fees	Fee Amount
<b>Additional Receiver Fee</b>	
Each Solo receiver	\$7.00/mo.
Each Solo DVR receiver	\$10.00/mo.
Each Duo receiver	\$14.00/mo.
Each DuoDVR or SlingLoaded DVR receiver	\$17.00/mo.
In determining the Additional Receiver Fee amount, the receiver with the highest associated fee shall be deemed activated prior to all other receivers on an account.	
<b>DVR Service Fee</b>	\$6.00/mo.
One DVR Service Fee will apply per account with at least one DVR receiver active (excluding accounts with at least one SlingLoaded DVR receiver active, to which a \$10.00/mo. <b>DVR Service Fee</b> will apply).	
<b>Premium DISH 500 Fee</b>	\$5.00/mo.
Applies to accounts that receive DISH services in Alaska and Hawaii.	

**Suspension of Service:** If you participate in DISH Pause or any other program that allows you to temporarily suspend your DISH service at any time during your term commitment, your term commitment will be extended by the number of days that your service is suspended. DISH will determine eligibility for participation and may deny eligibility for any reason.

**Equipment Return:** You may use the equipment provided under this plan only while you remain an active customer in good standing and in compliance with this Agreement. You must return all such equipment in good operating condition, normal wear and tear excepted, within 70 days following downgrade or disconnection. If you acquired your equipment directly from DISH, you must call DISH at 800-894-9131 immediately after your downgrade or disconnection to receive a return authorization number and delivery instructions for return of your equipment. If you acquired your equipment from a retailer, you must return all such equipment to: (A) your original retailer, if such downgrade or disconnection occurs during the first 180 days following your initial activation of programming; or (B) DISH, if such downgrade or disconnection occurs after such 180-day period. You are responsible for and shall bear all costs and expenses of returning such equipment. A \$15.00 charge will apply if you use a pre-paid label and empty box provided by DISH in returning your equipment; this charge is subject to change at any time.

<b>The Service Plan</b>	====> <b>Signature:</b> <div></div>
The Service Plan is an optional service program currently priced at \$6.00 per month (price subject to change) that includes: (A) free shipping for repair or replacement of defective receiver equipment; and (B) discounted in-home service calls (currently priced at \$15; regularly \$95). You will receive a free trial offer of the Service Plan (if available to you at the time you sign this Agreement) for 6 months. By signing above, you are accepting the terms of this free trial and understand that you may cancel your Service Plan subscription at any time by calling 800-894-9131, and if you do not cancel the Service Plan during the first 6 months of your term, we will automatically begin billing you for the Service Plan at its then-current price until you cancel the Service Plan.	

**Contact Information:** If you have any questions, you may find the answer in the frequently asked questions section on dish.com or you may contact DISH at care@dishnetwork.com; 800-894-9131; or DISH Network, P.O. Box 9033, Littleton, CO 80160. Please do not send payments to this address. You may request an itemization of the charges and fees applicable to the goods and services you have selected under this Agreement by calling 800-894-9131.

PLEASE READ THIS IMPORTANT INFORMATION

QUALIFYING CARD AUTHORIZATION

====> Signature:

*By signing above, you authorize DISH to charge, and/or place a hold with respect to all cancellation fee(s) and unreturned equipment charge(s), or any portion thereof, that you owe under this Agreement (collectively, the “Authorized Amounts”) to the credit card or debit/check card that you initially provided to DISH (the “Qualifying Card”) until such Authorized Amounts are paid in full. You agree that the issuer of the Qualifying Card may accept this Agreement as your authorization and may pay the Authorized Amounts without DISH's submitting a signed receipt. Payment of cancellation fee(s) and/or unreturned equipment charges shall not relieve you of your obligation to pay all unpaid charges on your account.*

CUSTOMER CONTACT INFORMATION

====> Signature:

*By signing above, you authorize DISH to contact you regarding your DISH Network account at the phone number, address and email address you have provided in this Agreement or at any other address, email address or phone number that you otherwise provide or have provided to DISH.*



# **EXHIBIT C**

# Residential Customer Agreement

Thank you for choosing DISH Network®.

To view this Residential Customer Agreement in Spanish, please visit [www.dishnetwork.com](http://www.dishnetwork.com) or call us at 1-800-333-DISH and we will send you a copy. *Para ver este acuerdo en español por favor visite [www.dishnetwork.com](http://www.dishnetwork.com) o llame al 1-800-333-DISH y le enviaremos una copia.*

DISH Network is happy to answer any questions you may have and to provide you with technical and other customer support. You may contact us 24 hours a day, any day of the year:

**Phone:** 1-800-333-DISH (3474)

**Email:** [care@dishnetwork.com](mailto:care@dishnetwork.com)

**Mail:** DISH NETWORK CUSTOMER SERVICE CENTER  
P.O. BOX 9033  
LITTLETON, CO 80160

**Website:** [www.dishnetwork.com](http://www.dishnetwork.com)

For purposes of this Residential Customer Agreement (the “Agreement”) and any customer agreement(s) applicable to the promotion(s) under which you are receiving services and/or equipment from DISH Network (each, a “Promotion Agreement”): (i) “you” and “your” refer to you, the DISH Network subscriber; and (ii) “DISH Network,” “we,” “us” or “our” refer to DISH Network L.L.C. (formerly known as EchoStar Satellite L.L.C.) or, where applicable under the particular circumstances, third-party billing agents.

“DISH Network” is a registered trademark of DISH Network L.L.C.

THIS AGREEMENT, TOGETHER WITH ANY APPLICABLE PROMOTION AGREEMENT, SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH DISH NETWORK WILL PROVIDE ITS SERVICES AND EQUIPMENT TO YOU. THIS AGREEMENT IS EFFECTIVE UNTIL WE CHANGE OR REPLACE IT. IF YOU ARE A NEW DISH NETWORK CUSTOMER, YOUR ACTIVATION OF A DISH NETWORK ACCOUNT AND RECEIPT OF DISH NETWORK SERVICES OR EQUIPMENT SHALL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE AN EXISTING DISH NETWORK CUSTOMER, WE WILL NOTIFY YOU OF ANY CHANGES TO, OR REPLACEMENT OF, THIS AGREEMENT, AND YOUR CONTINUED RECEIPT OF DISH NETWORK SERVICES OR EQUIPMENT FOLLOWING RECEIPT OF SUCH NOTICE SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGED OR REPLACED AGREEMENT. IF YOU ARE AN EXISTING CUSTOMER AND DO NOT WISH TO ACCEPT ANY CHANGED OR REPLACED AGREEMENT, YOU MUST NOTIFY US IMMEDIATELY AND WE WILL, AT OUR OPTION, EITHER CANCEL YOUR SERVICE OR ALLOW YOU TO CONTINUE TO RECEIVE YOUR SERVICES UNDER THE PREVIOUS VERSION OF THIS AGREEMENT.

## 1. THE DISH NETWORK SERVICE

A. Services Defined. “Services” shall mean all video, audio, data, interactive and other programming services and all other services that are currently available from DISH Network (whether subscription, pay-per-view or otherwise) and that we may provide to customers in the future.

B. Minimum Programming Levels. If your applicable Promotion Agreement specifies required minimum programming, you must subscribe to such programming. Otherwise, you must subscribe to one or more of the following programming packages, or we may charge you a Service Access Fee (as detailed in Section 2(D)): DishFAMILY, DishMÉXICO, TurboHD Bronze or a higher version of such packages; a Chinese, Greek, Russian, Polish, Urdu, Arabic, Portuguese, or Hindi language programming package; a combination of Locals Only and one of TV Globo/Record Package, TV Globo a la carte, Israeli Platinum Package, Panorama Italiano, TV Japan, Polish Premium Pack, Bangla

Mega Pack, Punjabi Pack, Telugu Pack, Pinoy Mega Pack, German Language Plus Package, or RTVI/RTVI+ Package; or any of their successor packages. We may change such minimum programming requirements at any time.

C. Programming Availability. Certain Services, including without limitation, some subscription Services, sporting events and broadcast network Services, may be blacked out in your viewing area; if you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. If the location at which you are receiving Services is a wagering location, you are not eligible to receive certain channels, including without limitation, Horse Racing Television (HRTV). You must be at least 18 years of age, or the applicable age of majority where you reside, to order or receive adult-oriented programming services.

D. Changing Your Programming Selection. Unless otherwise specified in this Agreement or any applicable Promotion Agreement(s), you may change your programming selection at any time by notifying us. A Transaction Fee (as detailed in Section 2(D)) may apply to such programming changes, unless you are receiving Services and/or Equipment (as defined in Section 4(A)) pursuant to a Promotion Agreement that requires you to pay in full for all Services and/or Equipment prior to receiving such Services and/or Equipment (a "Pre-Pay Promotion").

E. Multi-Month Subscriptions. For multi-month subscriptions, you may downgrade your Services only when you renew. You may not downgrade your Services during the term of a multi-month subscription.

F. Ordering Pay-Per-View. You may use your remote control and on-screen program guide to order pay-per-view Services through your television if your DISH Network receiver is connected to a land-based telephone line and/or a broadband home network. You may also order DISH Network pay-per-view Services by calling 1-877-DISH-PPV (3474-778) and using our automated system, or speaking with a live operator at one of our customer service centers; in either case, a fee will apply as detailed in Section 2(D). Pre-Pay Promotion customers may only order pay-per-view Services by calling 1-877-DISH-PPV (3473-778).

G. Accessing the Internet Through Your Receiver. Some of our receivers can be used to access websites and information on the Internet. Neither DISH Network nor EchoStar Technologies L.L.C. ("EchoStar") has any control over such websites and information, and neither we nor EchoStar make any representations, warranties or guarantees as to the availability or content of such websites and information, including without limitation: (i) the accuracy, availability, sequence, completeness, timeliness, copyright compliance, legality, content, validity, or quality of any such websites or information; or (ii) whether using the software contained in such receivers may result in accessing unintended, inappropriate or objectionable content. We and/or EchoStar may change, limit, suspend, disable and/or remove your ability to access the Internet using your receiver at any time without notice. We and/or EchoStar may also limit or restrict the websites and information that you may access on the Internet using your receiver at any time without notice.

H. Private Home Viewing Only. DISH Network provides Services to you solely for viewing, use and enjoyment in your private home. You agree that no Services provided to you will be viewed in areas open to the public, commercial establishments or other residential locations. Services may not be rebroadcast or performed, and admission may not be charged for listening to or viewing any Services. If your Services are viewed in an area open to the public, a commercial establishment or another residential location, we may disconnect your Services and, in addition to all other applicable fees, you must pay us the difference between the price actually paid for Services and the full applicable rate for such Services, regardless of whether we have the right to distribute such Services in such other location.

I. Changes in Services Offered. We may add, delete, rearrange and/or change any and all programming, programming packages and other Services that we offer, as well as the prices and fees related to such programming, programming packages and Services, at any time, including without limitation, during any term commitment period to which you have agreed. If a change affects you, we will notify you of such change and its effective date. In the event that we delete, rearrange or change any programming, programming packages or other Services, we have no obligation to replace or supplement such programming, programming packages or other Services. You are not entitled to any refund because of a deletion, rearrangement or change of any programming, programming packages or other Services.

J. Promotional Offers and Items. If a third party, such as an independent DISH Network retailer, integrator or private cable operator, offered you a promotional offer or item in connection with your subscription to the Services, such

third party is wholly responsible for fulfilling such promotional offer or providing such promotional item, and DISH Network is not in any way responsible for such fulfillment.

## **2. BILLING POLICIES; PAYMENTS FOR SERVICES; FEES**

A. Payments. You agree to pay all amounts billed for Services, as well as all taxes, fees and other charges, if any, that are now or may in the future be assessed in connection with any Services you receive from us, and any other charges due and owing to us. State and local taxes or reimbursement charges for gross earnings taxes imposed on satellite providers for transmission of programming in some states may apply. Unless you prepay for a multi-month subscription to Services or prepay for all Services as required by your participation in a Pre-Pay Promotion, we will bill you monthly in advance for most Services and in arrears for other Services such as pay-per-view ordered by you or anyone who uses your Equipment, whether with or without your permission, until you cancel your Services. Multi-month subscription customers and Pre-Pay Promotion customers will be billed based on your pre-pay period (multi-month subscriptions) or monthly (Pre-Pay Promotion customers), and must make all payments in advance of the due date on your bill in order to continue receiving your Services; you must also pre-pay for all other Services, such as pay-per-view, ordered by you or anyone who uses your Equipment, whether with or without your permission.

B. Billing Policies. Your bills will show the total amount due, the payment due date, payments, credits, purchases and other charges to your account. You may submit your payment by mail, on our website, through our AutoPay program, by calling a DISH Network customer service representative, or by any other means that we designate. Partial payments will be applied first to the oldest outstanding bill. You must make your payment regardless of whether you receive a bill. We do not assume the risk of undelivered mail. If you send checks or money orders marked with a designation such as “payment in full,” we can accept them without waiving any of our rights, including without limitation, our rights to collect any other amounts owed by you, notwithstanding your characterization of such payment. DISH Network does not extend credit to our customers, and the Late Payment Fee (as detailed in Section 2(D)) is not interest, a credit service charge or a finance charge. Certain fees and charges may apply in certain circumstances to your payment for the Services, including without limitation, those set forth in Section 2(D).

C. Alterations to Payment Terms. If you pay for a monthly subscription (other than a Pre-Pay Promotion) and your account is past due on more than one occasion, we may require that you pay for all Services and Equipment before you receive them, and you will be deemed to be receiving your Service under a Pre-Pay Promotion, at which point, all terms and conditions of such Pre-Pay Promotion will apply to you. If you paid for a multi-month subscription to any Services and your account is past due for any amount, we may convert your multi-month subscription to a monthly subscription, and we will first apply the amount you paid for your multi-month subscription to any past due amounts and then to any obligations you incur in the future.

D. Fees. In addition to any amounts due for your Services and any other amounts due under this Agreement or any applicable Promotion Agreement, you agree to pay the fees listed below (“Fees”) if and when applicable. DISH Network may change these Fees, increase or decrease these Fees, or impose additional Fees at any time upon notice to you. Discounts on certain monthly fees may be available from time to time if you subscribe to certain programming packages and/or use certain Equipment. Additional fees may apply for non-standard installations or if you upgrade your Equipment after installation.

<b>Monthly Fees</b>		
<b>Type of Fee</b>	<b>Amount</b>	<b>Description of When Fee Applies</b>
Additional Receiver Fee	\$7.00	You have more than 1 receiver on your account. Per additional high definition (HD) receiver.
	\$5.00	You have more than 1 receiver on your account. Per additional standard definition (SD) receiver.
Alaska Dish 500AK Upgrade Fee	\$4.99	You receive Services in Alaska.
DishHOME Protection Plan	\$5.99	You participate in the DishHOME Protection Plan.
DISH Pause	\$5.00	You are eligible for and participate in DISH Pause.
DVR Service Fee	\$5.98	You purchase or lease a digital video recording receiver and you do not subscribe to a “with DVR” programming package.

Hawaii Dish 500H Upgrade Fee	\$4.99	You receive Services in Hawaii.
TV2 Receiver Connection Fee	\$5.00	You purchase or lease a dual-tuner receiver and it is not connected to a phone line and/or a broadband home network.
Service Access Fee	\$6.00	You do not subscribe to applicable required minimum programming.

Transactional Fees		
Type of Fee	Amount	Description of When Fee Applies
Check by Phone Fee	\$9.99	You make a personal check payment using our automated phone system or through our customer service center.
External Hard Drive Activation Fee	\$39.99	One time fee charged if you have a ViP receiver and you choose to connect an external hard drive to that receiver.
Late Payment Fee	\$5.00	You do not pay your bill in full on or before its due date (unless you are receiving Services pursuant to a Pre-Pay Promotion).
Live Operator Payment Fee	\$5.00	You make a debit or credit card payment through a DISH Network customer service representative (unless you are receiving Services pursuant to a Pre-Pay Promotion).
Mobile Fee	\$20.00	You would like the ability to order pay-per-view Services at any time without a phone line connected to your receiver. Charged annually.
Pay-Per-View Automated Fee	\$1.50	You use our automated telephone system to order DISH Network pay-per-view Services.
Pay-Per-View Live Operator Fee	\$5.00	You call one of our customer service centers to order DISH Network pay-per-view Services.
Restart Fee	\$25.00	We disconnect your Services for any reason and you wish to restart such Services (unless you are receiving Services pursuant to a Pre-Pay Promotion).
	\$5.00	If you are a Pre-Pay Promotion customer, we disconnect your Services for any reason, and you wish to restart such Services.
Returned Payment Fee	\$10.00	You make an EFT or check payment to DISH Network and it is subsequently returned.
Shipping and Handling Fee	\$14.95	DISH Network delivers hardware to you via regular delivery. (An additional \$10 Extended Delivery Fee applies to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands.)
	\$5.95	DISH Network delivers a remote control to you via regular delivery. (An additional \$10 Extended Delivery Fee applies to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands.)
	\$8.95	DISH Network delivers an accessory to you via regular delivery. (An additional \$7 Extended Delivery Fee applies to Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands.)
	\$24.95	DISH Network delivers an item to you via overnight delivery (not available in Alaska, Hawaii, Puerto Rico, or the U.S. Virgin Islands.)
Smart Card Replacement Fee	\$50.00	We replace your Smart Card because it was lost, damaged, defective or stolen, as long as there is no evidence of unauthorized tampering or modification.
Statement Request Fee	\$2.00	You request a copy of a previous billing statement.
Transaction Fee	\$5.00	You change your programming selection (but not regarding adult programming).
	\$10.00	Changes to your programming selection include adult programming.

E. Restarting your Services. If you do not pay your bill in full by its due date, or you at any time otherwise fail, neglect or refuse to make timely payment for your Services, we may disconnect your Services, and in such event we will be wholly relieved from any and all of our duties and obligations under this Agreement. If your Services are disconnected for non-payment or any other reason, DISH Network may require that you pay, and you agree to pay, before we reconnect your Services, all past due charges, a Restart Fee, a deposit equal to a minimum of two months' service charges (or in the

case of a restart under a Pre-Pay Promotion, one month's service charges), and all outstanding balances accrued through the date of such disconnection. If your Services are disconnected for non-payment or any other reason, you will no longer be eligible, even if you pay to restart your Service, to receive any remaining credits or promotional pricing that you would have been eligible to receive had your Services not been disconnected. Unless required by applicable law, deposits will not be held segregated from other funds and will not earn or accrue interest. Promotional pricing is valid only at the time of installation.

F. Attorneys' Fees/Collections. If we use an attorney or a collection agency to collect any money you owe us or to assert any other right that we may have against you, including without limitation, any breach of any agreement you may have with DISH Network or one of our affiliates, you agree to pay the reasonable costs of such collection or other action. These costs may include, without limitation, the costs of a collection agency, reasonable attorneys' fees and court costs. If you believe you have been billed in error or you would like to make any other requests for a billing statement credit, you must contact our customer service center by telephone or in writing within twenty (20) days after the date you receive the bill for which you are seeking correction. Failure to timely notify us of a dispute will constitute your acceptance of the corresponding bill. You must pay undisputed portions of any billing statement before the next billing statement is issued or you must pay a Late Payment Fee. All payments for Services must be made directly by you to us, unless we authorize otherwise; for example, DISH Network shall have no obligation to provide Services for which payment is made by you to a third party or payment is made by a third party on your behalf.

G. Billing Agent Payments. Different or other payment and billing terms, conditions, options and fees may apply when billing is provided through a third-party billing agent, including without limitation, a local telephone company.

### **3. CANCELLATION OF SERVICE**

A. Continuation of Services. Your subscription to Services will automatically renew until you cancel your Services or we otherwise disconnect your Services, in each case as provided herein or in any applicable Promotion Agreement.

B. Cancellation Policies. You may cancel your Services for any reason at any time by notifying us at the phone number, e-mail address or mailing address set forth at the top of this Agreement. Please be aware that certain promotions have an optional or mandatory term commitment period and if you cancel your Services prior to the expiration of an applicable optional or mandatory term commitment period, certain early termination or cancellation fees may apply.

C. Disconnection of Services. In addition to all other rights that DISH Network may have to disconnect your Services, DISH Network may disconnect your Services at any time without notifying you if: (i) you fail to pay any bill in full when it is due; (ii) we receive confirmation that you have received Services, or any part of the Services, without paying for them; (iii) you otherwise violate the terms and conditions of this Agreement or any applicable Promotion Agreement; (iv) you transfer, encumber or relocate any leased Equipment (unless you relocate such Equipment as part of a residential move into an area within which you can permissibly continue to receive such Services); (v) you assign or attempt to assign any of your rights, duties or obligations under this Agreement or any applicable Promotion Agreement; (vi) you are receiving Services through a third-party billing agent and become ineligible to receive applicable services provided by such third-party billing agent; or (vii) you commence any act or filing of bankruptcy or bankruptcy proceedings are commenced against you.

D. No Credits. If your Services are cancelled or disconnected for any reason, you still must pay all outstanding balances accrued, including without limitation, any applicable fees. Except in certain limited circumstances, charges for Services, once charged to your account, are non-refundable, and no refunds or credits will be provided in connection with the cancellation of Services. If you received a discounted price due to a promotion, and you cancel prior to any applicable expiration of that promotion, you are not entitled to any refund or credit for the unused portions of such discounted price. If you received a discounted price in exchange for your agreement to pay for your Services on a multi-month basis, and you cancel your Services prior to the expiration of your multi-month subscription, you are not entitled to any refund or credit for the unused portions of your multi-month subscription.

### **4. EQUIPMENT**

A. Equipment. In order to receive Services you must purchase or lease certain reception equipment consisting primarily of a DISH Network compatible satellite receiver(s) and applicable Smart Card(s), remote control(s), satellite antenna(s), and low noise block converter(s) with integrated feed(s) (collectively, "Equipment").

B. Additional Tuners and Receivers. We may choose to allow you to place additional receivers on your account. If we allow you to do so, each additional receiver will be authorized to receive the same Services as your initial receiver, subject to the limitations of your television equipment. All of your receivers must be located at the same residence and continuously connected to the same land-based telephone line and/or broadband home network. If you wish to receive Services at two different residential locations, you must open a separate account for each location, unless otherwise specifically authorized by Dish Network. You may not directly or indirectly use a single account for the purpose of authorizing Services for multiple DISH Network receivers that are not all located in the same residence and connected to the same land-based telephone line and/or broadband home network. If we later determine that you did, we may disconnect your Services and, in addition to all other applicable fees, you agree to pay us the difference between the amounts actually received by us and the full retail price for the Services authorized for each DISH Network receiver on your account.

C. Smart Cards. Receiver(s) are equipped with a conditional access card ("Smart Card") inserted into a slot or otherwise installed in such receiver. Not all receivers with a Smart Card slot require a Smart Card for proper authorization. Smart Cards remain the property of DISH Network at all times and must be returned to us upon our request. Smart Cards are not transferable. Your Smart Card will only work in the DISH Network receiver to which it was assigned by DISH Network. If you report to our customer service center that your Smart Card has been lost, damaged, defective or stolen, we will replace it, unless there is evidence of unauthorized tampering or modification, and a Smart Card Replacement Fee will apply. In addition, in order to minimize downtime for your Equipment, DISH Network will, upon your request, deliver a replacement Smart Card to you via overnight delivery, in which case an Overnight Delivery Fee will apply.

D. PVR/DVR. DISH Network's personal video recorder/digital video recorder ("PVR/DVR") products allow you to record programming in digital format. Total available recording time varies depending on your receiver and the nature of the programs being recorded. DISH Network does not guarantee access to or recording of any particular programming, or that any such programming will not be deleted from your PVR/DVR product. Most programming is the copyrighted material of the third party that supplies it; is protected by copyright and other applicable laws; and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it (except as permitted by the "fair use" provisions of the U.S. copyright laws).

E. Telephone/Broadband Connection. To optimize the operation of your Equipment, you must continuously connect each DISH Network receiver on your account to the same land-based telephone line and/or a broadband home network. Failure to connect each receiver to the same land-based telephone line and/or a broadband home network may result in interruption or disconnection of Services. We may charge you a TV2 Receiver Connection Fee for each dual-tuner receiver that is not connected to the same land-based telephone line and/or a broadband home network.

F. Receiver Alterations. DISH Network may, through periodic downloads, alter the software, features and/or functionality in your DISH Network receivers; provide data and content to PVR/DVR products; store and remove data and content on the hard drives of PVR/DVR products; and send electronic counter-measures to your DISH Network receivers. DISH Network will use commercially reasonable efforts to schedule these downloads to minimize interference with or interruption to your Services, but shall have no liability to you for any interruptions in Services arising out of or related to such downloads. DISH Network may from time to time cease supporting one or more DISH Network receiver models.

G. Proprietary Components and Software. DISH Network receivers and Smart Cards contain components and software that are proprietary to DISH Network and its licensors. You agree that you will not try to reverse-engineer, decompile or disassemble, nor will you tamper with or modify, any software or hardware contained within any receiver or Smart Card. Such actions are strictly prohibited and may result in the termination of this Agreement, disconnection of your Services and/or legal action.



H. Software License. You are licensed to use the software provided in your DISH Network receiver(s), as updated by DISH Network, its licensors and/or its suppliers from time to time, solely in executable code form, solely in conjunction with lawful operation of the DISH Network receiver(s) that you purchased or leased, and solely for the purposes permitted under this Agreement. You may not copy, modify or transfer any software provided in your DISH Network receiver(s), or any copy of such software, in whole or in part. You may not reverse-engineer, disassemble, decompile or translate such software, or otherwise attempt to derive its source code, except to the extent allowed under any applicable laws. You may not rent, lease, load, resell for profit or distribute any software provided in your DISH Network receiver(s), or any part thereof. Such software is licensed, not sold, to you for use only under the terms and conditions of this license, and DISH Network, its licensors and its suppliers reserve all rights not expressly granted to you. Except as stated above, this license does not grant to you any intellectual property rights in the software provided in your DISH Network receiver(s). Any attempt to transfer any of the rights, duties or obligations of this license is null and void. If you breach any term or condition of this license, this license will automatically terminate.

I. Stolen Equipment. If any of your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify our customer service center by telephone or in writing immediately, but in any event not later than three (3) business days after such removal, to avoid liability for payment for unauthorized use of your Equipment. You will not be liable for unauthorized use that occurs after we have received your notification.

## **5. LEASED EQUIPMENT**

A. Lease Terms. We may choose to lease certain Equipment to subscribers. Unless otherwise specified in an applicable Promotion Agreement(s), such Equipment (including without limitation, the LNBFs, but not the satellite antenna), shall at all times remain the sole and exclusive property of DISH Network, and we may provide or replace leased Equipment with new or reconditioned Equipment at any time, and upon cancellation or disconnection of your Services, remove or require the return of such Equipment. No leased Equipment provided to you by DISH Network shall be deemed fixtures or part of your real property. We may make such filings and recordings that we may consider necessary to evidence our ownership rights in such Equipment, and you agree to execute any and all documents that we may consider necessary for us to make such filings. Our ownership of such Equipment may be displayed by notice contained on it. You have no right at any time to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with such Equipment, or to tamper with or alter any notice of our ownership on such Equipment. Any reinstallation, return, or change in the location of such Equipment must be performed by DISH Network at our then-current service rates. You shall not attach any electrical or other devices to, or in any way alter, any such Equipment without our prior written consent. You are responsible for preventing the loss or destruction of leased Equipment and we recommend that such Equipment be covered by your homeowners, renters or other insurance policy.

B. Return of Leased Equipment. Upon cancellation or disconnection of your Services, you must contact our customer service center or call the telephone number set forth in any applicable Promotion Agreement to schedule the return of your leased Equipment. If you do not return such Equipment undamaged and in working order, normal wear and tear excepted, you are responsible and must pay us certain charges as described in any applicable Promotion Agreement.

C. Defects and Damages. You must notify us immediately of any defect in, damage to, or accident involving your leased Equipment. All maintenance and repair of such Equipment must be performed by us or our designee(s). DISH Network may charge you for any repairs that are necessitated by any damage to, or misuse of, such Equipment.

## **6. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT**

DISH Network may sell, assign or transfer your account to a third party without notifying you. You may not assign or transfer your Services without our written consent, which will not be unreasonably withheld. We may, however, refuse to allow you to assign or transfer your Services if you lease Equipment or your account has an outstanding balance.

## **7. LIMITATION OF OUR LIABILITY**

A. INTERRUPTIONS AND DELAYS. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY INTERRUPTION IN ANY SERVICE OR

FOR ANY DELAY OR FAILURE TO PERFORM, INCLUDING WITHOUT LIMITATION: IF SUCH INTERRUPTION, DELAY OR FAILURE TO PERFORM ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF DISH NETWORK'S ACCESS TO ALL OR ANY PORTION OF SERVICES; THE RELOCATION OF ALL OR ANY PORTION OF THE SERVICES TO DIFFERENT SATELLITE(S); A CHANGE IN THE FEATURES AVAILABLE WITH YOUR EQUIPMENT; ANY SOFTWARE OR OTHER DOWNLOADS INITIATED BY US; OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

B. ALTERATIONS TO EQUIPMENT. NONE OF DISH NETWORK, ECHOSTAR OR OUR THIRD-PARTY BILLING AGENTS, OR ANY OF OUR OR THEIR AFFILIATES, WILL BE LIABLE FOR ANY ALTERATION TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, REMOVING OR DISABLING FEATURES (SUCH AS THE ABILITY TO ACCESS THE INTERNET VIA A RECEIVER).

C. LOSS OF RECORDED MATERIAL. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS NOR ANY OF OUR OR THEIR AFFILIATES WILL BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING, INCLUDING WITHOUT LIMITATION, ANY LOSS OR PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT.

D. NO WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY BY APPLICABLE STATE LAW, NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, MAKE ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING YOUR DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

E. CONTENT RESTRICTIONS. IT IS YOUR RESPONSIBILITY TO IMPOSE ANY PROGRAMMING, INTERNET OR OTHER CONTENT RESTRICTIONS ON YOURSELF, MEMBERS OF YOUR FAMILY AND HOUSEHOLD, AND GUESTS, AS YOU DEEM APPROPRIATE. NONE OF DISH NETWORK, ECHOSTAR, OUR THIRD-PARTY BILLING AGENTS, OR OUR AND THEIR AFFILIATES SHALL HAVE ANY LIABILITY TO ANYONE DUE TO, OR BASED UPON, ANY CONTENT (INCLUDING WITHOUT LIMITATION, ANY INACCURACIES, ERRORS IN, OR OMISSIONS FROM SUCH CONTENT): (i) CONTAINED IN ANY OF THE SERVICES FURNISHED TO YOU; OR (ii) ACCESSED USING THE SERVICES OR EQUIPMENT FURNISHED TO YOU.

F. DAMAGES LIMITATION. NEITHER WE NOR OUR THIRD-PARTY BILLING AGENTS, NOR ANY OF OUR OR THEIR AFFILIATES, SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO: DISH NETWORK EQUIPMENT OR ANY OTHER EQUIPMENT; OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU; OR ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

## **8. WARNING AGAINST PIRACY AND INFRINGEMENT**

A. Piracy. Receiving any portion of the Services without paying for them and/or any direct or indirect act or attempted act to engage or assist in any unauthorized interception or reception of any portion of the Services is a violation of various U.S. federal and state laws and of this Agreement. The penalties for violating such laws can include imprisonment and civil damage awards of up to \$110,000 per violation.

B. Infringement. Section 605(e)(4) of Title 47 of the United States Code makes it a federal crime to modify Equipment to receive encrypted (scrambled) television programming without payment of required subscriptions. Conviction can result in a fine of up to \$500,000 and imprisonment for five years, or both. Any person who procures Equipment that has been so modified is an accessory to that offense and may be punished in the same manner.

Investigative authority for violations lies with the Federal Bureau of Investigation. The Equipment may incorporate copyright protection technology that is protected by U.S. patents and other intellectual property rights. Use of such copyright protection technology must be authorized by DISH Network or its suppliers or licensors, and is intended for home and other limited pay-per-view uses only, unless otherwise authorized by DISH Network or its suppliers or licensors. Reverse engineering or disassembly is prohibited.

## **9. GENERAL**

A. Notice. Any notice required or permitted to be given by us under this Agreement may be provided via the mail, on your bill, as a bill insert, via broadcast on a television channel, through publication on the website set forth at the top of this Agreement, by telephone, or by any other reasonable means. If we send you notice by mail, on your bill or as a bill insert, it will be considered given the day after it is deposited in the U.S. mail, addressed to you at your then-current billing address in our records. If we send you notice via broadcast on a television channel or through publication on the website set forth at the top of this Agreement, it will be considered given when first broadcast or published. If we send you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your then-current phone number in our records. Unless otherwise specified in this Agreement, any notice required or permitted to be given by you under this Agreement shall be in writing and shall be sent by first-class mail addressed to us at the mailing address set forth at the top of this Agreement, and shall be deemed given when received by us at such mailing address.

B. Physical Address/Change of Address. When setting up your DISH Network account, you must provide us with the physical address where your Equipment will be located and your Services will be provided. A post office box does not meet this requirement. You must give us immediate notice of any change of name, mailing address, telephone number, or physical address where your Equipment is located. You may do this by notifying our customer service center by telephone or in writing at the phone number, mailing address, or e-mail address set forth at the top of this Agreement.

C. Online Account Information. If you have an online account with us, you are responsible for maintaining the confidentiality of your account username and password and for all activities that occur under your account username and/or password. You must: (i) keep your account username and password confidential and not share them with anyone else; and (ii) immediately notify us of any unauthorized use of your password and/or account username or other breach of security.

D. Third-Party Billing Agents. We may enter into relationships with third parties to provide billing and other services on our behalf, in which case the terms and conditions of this Agreement shall apply to such third parties as applicable under the circumstances. Additional terms and conditions imposed by our third-party billing agents may apply. For example and without limitation: (i) late fees imposed by our third-party billing agents may be administered according to our third-party billing agent's billing procedures and applicable state tariffs and regulations; (ii) our third-party billing agents may require that you pay all past due charges for Services, a restart fee, and/or a prepayment before we reconnect your Services; and (iii) other services provided by our third-party billing agents, including without limitation, local telephone service, may need to be restored before DISH Network Services can be restored, and a restoral fee and/or deposit may be required to restore third-party billing agent services. Partial payments on third-party billing agent bills may be applied first to the balance due for other services billed on your third-party billing agent bill, including without limitation, local telephone service, according to the third-party billing agent's billing procedures and applicable state statutes and regulations. Please contact your third-party billing agent for details. Failure to pay all or any part of your third-party billing agent bill may result in disconnection of Services.

E. Credit Checks. You authorize DISH Network to investigate your financial responsibility and creditworthiness, including without limitation, acquiring credit reports and histories, and to report any payment defaults to credit reporting agencies. Under the Fair Credit Reporting Act, you have the right to notify DISH Network if you believe we have reported inaccurate information about your account to any credit reporting agency. Please include in any such notice the specific item of dispute and why you believe the information reported is in error.

F. Applicable Law. This Agreement, including without limitation, all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or related to this Agreement, the

Services or the Equipment shall be governed by the laws and regulations of the State of Colorado without giving effect to its conflict of law provisions. This Agreement is subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision will be considered modified to the minimum extent necessary to make such provision legal and no longer in conflict with such law or regulation, without affecting the validity of any other provisions.

G. Remedies Cumulative. The rights and remedies provided under this Agreement to DISH Network in case of your default or breach of this Agreement are cumulative and without prejudice to any other rights and remedies that DISH Network may have by reason of such default or breach at law, in equity, under contract or otherwise (all of which are expressly reserved).

H. Other. No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change or override this Agreement. DISH Network may, however, change this Agreement at any time and will notify you if that occurs. The terms and conditions of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination will continue thereafter. This Agreement is in addition to any other written agreement(s), if any, between you and DISH Network, including without limitation, any applicable Promotion Agreement, and except as provided to the contrary herein, all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, this Agreement replaces and supersedes any and all prior DISH Network Residential Customer Agreements in their entirety, and such prior DISH Network Residential Customer Agreements shall be of no further force or effect whatsoever. In the event of any ambiguity between this Agreement and any applicable Promotion Agreement, DISH Network shall have the sole and exclusive authority to interpret and/or make a final determination concerning any issue arising from such ambiguity.

# **EXHIBIT D**

## Support ▶

Game Finder Tools  
Realtime Program Guide  
How To Use  
How To Set Up  
How To Troubleshoot  
Billing  
Manuals  
Email Samples  
AskDISH  
Equipment Services  
Moving?  
Closed Caption  
Support At A Glance  
Contact Us

## Do Not Call



## DISH NETWORK'S DO NOT CALL POLICY

We understand that some customers and members of the community may not wish to receive sales calls for DISH Network™ products and services from DISH Network L.L.C. In order to protect the privacy rights of consumers and comply with applicable Do Not Call laws and regulations, the phone number of any person who informs DISH Network that he or she does not wish to receive solicitation calls will be placed on DISH Network's Internal Do Not Call list. Although we will note your request immediately, please allow up to thirty (30) days after you have made your request for your number to be removed from any sales programs currently underway.

## How To Be Placed on DISH Network's Internal Do Not Call List:

1. You may submit your phone number in the field below (no punctuation, only digits):

<input type="text"/>	Phone Number, including area code (no punctuation, example: <b>1015551234</b> )
<input type="text"/>	Your First and Last Name
<input type="text"/>	Street Address
<input type="text"/>	City
<input type="text"/>	State
<input type="text"/>	ZIP
<input type="checkbox"/>	I certify that the forgoing information is my actual address, phone number and name.

2. Phone requests should be made by calling DISH Network at 866-668-8047.
3. Written requests should be sent to: DISH Network LLC, Attention: Do Not Call, P.O. Box 9008, Littleton, Colorado 80120.

Whatever method you choose, be sure to include your name, address and all telephone numbers you would like to be included on our list. Let us know if your telephone number changes as we'll need your new telephone information for your DISH Network Do Not Call status to remain in effect.

Placing your telephone number on DISH Network's Internal Do Not Call List restricts telephone sales only. If you are a DISH Network customer, we may need to communicate with you regarding service related issues, surveys, billing, and other such topics.

If you would like to add your telephone number to the National Do Not Call List, you may do so by calling 1-888-382-1222, or online at [National Do Not Call Registry](#).

You may also contact us to receive a copy of the DISH Network Do Not Call Policy or click the [View Do Not Call Policy](#) and print a copy of our policy.

Documents: [Channel Lineup Cards](#) | [User Guides](#) | [Customer Agreements and Policies](#) | [Site Map](#)

Other DISH Links: [Find A Retailer](#) | [Careers](#) | [Our Company](#) | [Investor Relations](#) | [DISH Latino](#) | [DISH Media Sales](#) | [Affinity Partnerships](#) | [DISH Local Packages](#)

